

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT
CAUSE NO. 49D01-0806-MI-029116

STATE OF INDIANA,

Plaintiff,

v.

VIRGINIA L. HOFFMAN and
DANE A. LASTER, individually and
dba Tan Mart, Inc., tanmartinc.com,
Lotion Town aka lotiontown.com
aka Tanning Products aka
lotiontownservice@yahoo.com aka
Indoor Tanning Lotion, Best Indoor
Tanning Lotion aka Best Tanning Lotion
aka besttanninglotion@yahoo.com,
bestindoortanninglotion.com aka
besttanning@yahoo.com, bestanning.com,
and Cheaper Lotions, and
TRINA S. HASTY, individually and dba
Payless Lotions aka paylesslotions.com
aka paylesslotions@yahoo.com aka
Wholesale Tanning Lotion

Defendants.

FILED

43

SEP 04 2008

Elizabeth J. White
CLERK OF THE MARION CIRCUIT COURT

AGREED JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Thomas Irons, and the Defendants, Virginia L. Hoffmann and Dane A. Laster, individually and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion, Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com, bestindoortanninglotion.com aka

besttanning@yahoo.com, bestanning.com and Cheaper Lotions, and Trina S. Hasty, individually and dba Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion, hereby agree to entry of an Agreed Judgment without trial or adjudication of any issue of fact or law herein.

The parties believe it is in their best interest to resolve the issues raised by the State of Indiana and avoid further litigation. This Agreed Judgment does not constitute an admission by the Defendants of any wrongdoing, nor shall it be construed as an abandonment by the Attorney General of his position that the Defendants violated Indiana's Deceptive Consumer Sales Act. The parties agree to entry of a final judgment in this proceeding by the Court and accept this Agreed Judgment as final on the issues resolved herein.

JURISDICTION, SCOPE OF JUDGMENT, AND ACKNOWLEDGMENTS

1. This Court has jurisdiction and venue over the subject matter of this action and the parties.

2. The State of Indiana's First Amended Complaint for Injunction, Restitution, Costs, and Civil Penalties ("Complaint") states a cause of action under the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

3. At all times relevant to Plaintiff's Complaint, Defendant Virginia L. Hoffman, individually and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion, Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com, bestindoortanninglotion.com aka besttanning@yahoo.com, bestanning.com, and Cheaper Lotions was an individual

regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet. Defendant Virginia L. Hoffman resides in Marion County at 6564 Hi Vu Drive, Indianapolis, Indiana 46227.

4. At all times relevant to Plaintiff's Complaint, Defendant Dane A. Laster, individually and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion, Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com, bestindoortanninglotion.com aka besttanning@yahoo.com, bestanning.com and Cheaper Lotions was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet. Defendant Dane A. Laster resides in Johnson County at 933 Beech Drive, Greenwood, Indiana, 46142.

5. At all times relevant to Plaintiff's Complaint, Defendant Trina S. Hasty, individually and dba Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion was an individual regularly engaged in the solicitation and sale of tanning lotions, oils and other products to consumers via the internet. Defendant Trina S. Hasty resides in Marion County at 7475 East 16th Street, Indianapolis, Indiana 46219.

6. Virginia L. Hoffman, Dane A. Laster, and Trina S. Hasty are hereinafter **individually and collectively** referred to as the Defendants.

7. The Defendants acknowledge they have been advised that the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the Office of the Attorney General has not given the Defendants any legal advice regarding

this matter. The Defendants expressly acknowledge the Office of the Attorney General has advised them to consult private legal counsel for any required legal advice prior to entering into this Agreed Judgment.

Definitions

8. The terms “Represent”, “Represents”, “Representing”, “Representation” and “Representations” as used in this Agreed Judgment mean and include dissemination of information by Defendants either orally or in writing or via electronic means, including, but not limited to, any written, printed, typed, graphic or photographic representation or reproduction or solicitation of any nature on Defendants’ Websites.

9. The terms “Product” and “Products” as used in this Agreed Judgment mean and include any and all items presently solicited or offered for sale to consumers or to be solicited or offered for sale to consumers in the future by Defendants, including but not limited to items offered or solicited through Defendants’ Websites which include, but are not limited to, tanning lotions and oils.

10. The terms “Website” and “Websites” as used in this Agreed Judgment mean and include all computer files and programs used, maintained or controlled by Defendants now or in the future by which Defendants Represent Products to consumers over the internet or other computer network, specifically including, but not limited to, the Websites lotiontown.com, bestindoortanninglotion.com, bestanning.com, and paylesslotions.com.

11. The terms “Homepage” and “Homepages” as used in this Agreed Judgment mean and include the Representations initially displayed on the opening page

of a Website, specifically including, but not limited to, the Representations initially displayed on the opening pages to the Websites lotiontown.com, bestindoortanninglotion.com, bestanning.com, and paylesslotions.com.

12. The terms “Shipping Policy” and “Shipping Policies” as used in this Agreed Judgment mean and include all Representations on a Website or other method of solicitation that refer or relate to shipping information or the terms, conditions, timing, manner, or costs of delivery of Products to a consumer.

13. The terms “Refund Policy” and “Refund Policies” as used in this Agreed Judgment mean and include all Representations on a Website or other method of solicitation that refer or relate to refund, return or cancellation information or the terms, conditions, timing, manner or costs associated with a refund, return or cancellation of a consumer transaction.

14. The term “Ordering Process” as used in this Agreed Judgment means and includes the process provided by a Website that a customer must complete after selecting a Product or Products and before a Product or Products are shipped to a customer which process begins by requiring a consumer to (1) input information regarding the consumer’s name and address, (2) select a delivery method, (3) input a credit card number or equivalent billing and payment information, and (4) review and confirm the order of the Product or Products.

RELIEF ORDERED

Specific Injunctive Provisions

15. Within thirty (30) days of the Court’s approval of this Agreed Judgment, Defendants will be in compliance with **all** of the following provisions:

- a. Defendants will ensure that all Shipping Policies and Refund Policies are displayed on the Homepage of each and every existing Website and on the Homepage of each and every Website to be created, controlled or maintained by the Defendants in the future¹;
- b. Defendants will ensure that when the “about us” link is selected at the top of the Homepage of each and every existing Website, all Shipping Policies and Refund Policies are immediately displayed;
- c. Defendants will ensure that a similar or equivalent link to the “about us” link referred to in paragraph 15.b. above exists on at the top of the Homepage of each and every Website to be created, controlled or maintained by Defendants in the future, and Defendants further ensure that when the link is selected all Shipping Policies and Refund Policies will be immediately displayed;
- d. Defendants will ensure that when a Product is initially selected on a Website and the Product’s description and price is then displayed, all Shipping Policies and Refund Policies are also displayed on the same webpage as the Product’s description and price, and if Representations are made with respect to the Product’s availability to ship, the webpage will also display or clearly reference all Shipping Policies as part of any Representation referring to a particular Product’s availability²;
- e. Defendants will comply with paragraph 15(d) in each and every Website to be created, controlled, or maintained by Defendants in the future;

¹ On August 6, 2008 the following Websites were in compliance with paragraph 15(a): lotiontown.com; bestanning.com; and bestindoortanninglotion.com.

² On August 6, 2008 the following Websites were in compliance with paragraph 15(d): lotiontown.com; bestanning.com; and bestindoortanninglotion.com.

f. Defendants will ensure that all Shipping Policies and Refund Policies are displayed during the Ordering Process but prior to confirmation of the order of a Product on each and every existing Website and each and every Website to be created, controlled or maintained by Defendants in the future³;

g. Defendants will remove references to “Master Card guidelines” or “Visa guidelines” from each and every existing Website and will not refer to such guidelines in each and every Website to be created, controlled or maintained by Defendants in the future; and

h. Defendants will not charge a consumer’s credit card or bank account until a Product is packaged and readied for shipment.

General Injunctive Provisions

16. The Defendants, their agents, representatives, successors, and assigns, are permanently enjoined from engaging in the following acts and making the following Representations:

- a. Representing, expressly or by implication, the Defendants are able to deliver or complete the subject of a consumer transaction within a stated or reasonable period of time, when the Defendants know or reasonably should know they cannot;
- b. Representing, expressly or by implication, consumers will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it; and

³ On August 6, 2008 the following Websites were in compliance with paragraph 15(f): lotiontown.com; bestanning.com; and bestindoortanninglotion.com.

- c. Defendants, in soliciting and/or contracting with consumers, agree to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

17. The Defendants shall pay consumer restitution in the amount of Two Thousand Three Hundred Twenty-Two Dollars and Eighteen Cents (\$2,322.18) to the Office of the Attorney General for distribution to the following consumers in the following amounts:

- | | | |
|----|--|-----------|
| a) | John Metzner
Savage, Minnesota, October 14, 2007 | \$68.98; |
| b) | Charles R. Hutchens
Mooresville, Indiana, December 5, 2007 | \$54.74; |
| c) | Michael J. Grzonka
Gastonia, North Carolina, January 31, 2008 | \$101.98; |
| d) | Gail Turner
Helena, Alabama, February 22, 2008 | \$116.94; |
| e) | Deborah Marie Knapp
Summerville, South Carolina, March 10, 2008 | \$50.00; |
| f) | Rosemarie Paulk
Lawrenceville, Georgia, March 13, 2008 | \$62.98; |
| g) | Rex Ragan
Oklahoma City, Oklahoma, March 25, 2008 | \$37.75; |
| h) | Sara Rand
Lake St. Louis, Missouri, March 26, 2008 | \$38.33; |
| i) | Jill E. Carnahan
Manchester, Kentucky, April 9, 2008 | \$175.49; |
| j) | Chelsie C. Graves
Loganville, Georgia, April 23, 2008 | \$32.88; |
| k) | Stephen R. Lawrence
Crosby, Texas, May 1, 2008 | \$63.53; |

l)	Joshua Jackson Lakeland, Florida, May 5, 2008	\$50.00;
m)	Clara J. Toomey Ocean View, Delaware, May 5, 2008	\$37.21;
n)	Kimberly A. Combs Vincennes, Indiana, May 11, 2008	\$150.00;
o)	Jack H Graff, Sr. New Albany, Indiana, May 21, 2008	\$70.35;
p)	Trudy Grimes Los Lunas, New Mexico, May 27, 2008	\$153.00;
q)	Pamela J Benishek Brooklyn, Iowa, May 29, 2008	\$134.80;
r)	Roberta Keil Greencastle, Indiana, June 8, 2008	\$38.25;
s)	Katie M O'Connor Portland, Oregon, June 9, 2008	\$101.45;
t)	Kimberly Readdick Offerman, Georgia, June 10, 2008	\$50.38;
u)	Jerri Lindsey Bossier City, Louisiana, June 11, 2008	\$110.38;
v)	Cheyen Rossi Comanche, Texas, June 12, 2008	\$33.19;
w)	Laura Looney Jefferson City, Missouri, June 13, 2008	\$68.75;
x)	Barbara J. Hampton Fairland, Indiana, June 15, 2008	\$22.24;
y)	Anne M. Turner Massillon, Ohio, June 16, 2008	\$48.89;
z)	Angela Rollwage Providence Village, Texas, June 17, 2008	\$37.69;

aa)	Melissa Meaux Denham Springs, Louisiana, June 17, 2008	\$31.94;
bb)	Deborah Southard Pittsfield, Massachusetts, June 20, 2008	\$33.89;
cc)	Lorraine A. DeArco Elk Grove, California, June 23, 2008	\$31.91;
dd)	Rebecca Meirre Miami, Florida, June 24, 2008	\$82.28;
ee)	Dorenda Michalina Creedmore, North Carolina, June 27, 2008	\$33.88;
ff)	Karla A. Franklin Youngsville, North Carolina, July 7, 2008	\$51.52;
gg)	Denise J. Allen Sabattus, Maine, July 11, 2008	\$25.69, and
hh)	Victoria Kaputskaya Upper Saddle River, New Jersey, June 2, 2008	\$120.89
TOTAL:		\$2,322.18

18. The Defendants shall cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Defendants promptly resolving any additional valid consumer complaints brought to the Defendants' attention by the Office of the Attorney General.

19. Within sixty (60) days of the Court's approval of this Agreed Judgment the Defendants shall pay the Office of the Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3), the amount of One Thousand Five Hundred Dollars (\$1,000.00), representing the Plaintiff's cost of investigating and prosecuting this action.

20. Within sixty (60) days of the Court's approval of this Agreed Judgment Defendants shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$2,000.00) payable to the State of Indiana.

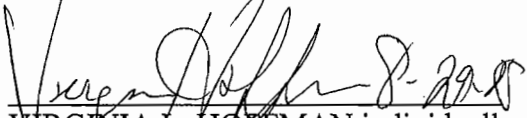
21. **A total monetary judgment in the amount of Five Thousand Three Hundred Twenty-Two Dollars and Eighteen Cents (\$5,322.18) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendants, Virginia L. Hoffmann and Dane A. Laster, individually and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion, Best Indoor Tanning Lotion aka Best Tanning Lotion aka besttanninglotion@yahoo.com, bestindoortanninglotion.com aka besttanning@yahoo.com, bestanning.com and Cheaper Lotions, and Trina S. Hasty, individually and dba Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com aka Wholesale Tanning Lotion.**

CONTINUING JURISDICTION

22. For the purpose of enforcing the provisions of this Agreed Judgment, any subsequent Court obtaining jurisdiction over the Defendants based upon a complaint alleging a violation of any law that is the subject of this Agreed Judgment may take judicial notice of this Judgment. The Defendants waive any objection regarding a Court's jurisdiction to punish for contempt and agree to appear upon proper notice of a failure to comply with any of the provisions of this Judgment.

IN WITNESS WHEREOF, the parties have executed this Agreed

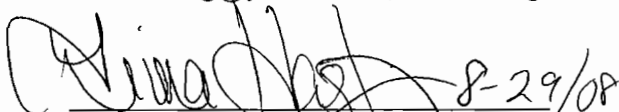
Judgment this 29th day of August, 2008.



VIRGINIA L. HOFFMAN individually
and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka
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 8/29/08

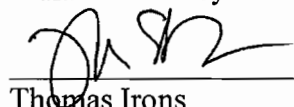
DANE A. LASTER, individually
and dba Tan Mart, Inc., tanmartinc.com, Lotion Town aka lotiontown.com aka
Tanning Products aka lotiontownservice@yahoo.com aka Indoor Tanning Lotion,
Best Indoor Tanning Lotion aka Best Tanning Lotion aka
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besttanning@yahoo.com, bestanning.com and Cheaper Lotions

 8-29/08

TRINA S. HASTY, individually
and dba Payless Lotions aka paylesslotions.com aka paylesslotions@yahoo.com
aka Wholesale Tanning Lotion

STATE OF INDIANA
STEVE CARTER
Indiana Attorney General


by:



Thomas Irons
Deputy Attorney General
Attorney No. 19822-49

ALL OF WHICH IS APPROVED, ORDERED, ADJUDGED AND

DECREED this _____ day of SEP 04 2008, 2008



Judge, Marion Superior Court **JUDGE**

Distribution:

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